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September 10, 2004

VIA HAND DELIVERY

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
610 N. Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

**RE: Application for Approval of Local/EAS/ECC Traffic Termination
Agreement Between Wood County Telephone Company and Charter
FiberLink LLC**

Dear Ms. Dorr:

Enclosed please find the original and five copies of the Local/EAS/ECC Traffic Termination Agreement Between Wood County Telephone Company and Charter FiberLink, LLC. Wood County Telephone Company hereby requests approval pursuant to 47 U.S.C. § 252 of this Local/EAS/ECC Traffic Termination Agreement.

I have been authorized by Charter FiberLink, LLC to submit the enclosed agreement for Commission approval pursuant to 47 U.S.C. § 252(e). I hereby certify that a copy of this filing has been served on Charter FiberLink, LLC, c/o K. C. Halm, Cole, Raywid & Braverman, L.L.P., 1919 Pennsylvania Avenue, N.W., Suite 200, Washington, DC 20006.

Thank you.

Very truly yours,

QUARLES & BRADY LLP


Anthony A. Tomaselli

AAT:mms
Enclosures
cc: (w/encl.) Wood County Telephone Company
K. C. Halm, Esq.
QBMAD\971015.00008\383613.1

LOCAL/EAS/ECC TRAFFIC TERMINATION AGREEMENT

By and Between

WOOD COUNTY TELEPHONE COMPANY
And

CHARTER FIBERLINK, LLC

RECEIVED
JAN 10 10:10 PM
WASHINGTON
STATE COMMISSION

This Agreement ("Agreement") is entered into by and between **Wood County Telephone Company** ("ILEC") and **Charter Fiberlink, LLC** ("CLEC"). ILEC and CLEC may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, ILEC is an Incumbent Local Exchange Carrier providing local exchange service in its territory; and

WHEREAS, CLEC is authorized by the Wisconsin Public Service Commission as a Competitive Local Exchange Carrier and provides local service to its end user customers in its territory; and

WHEREAS, this Agreement is entered into under subsection 251(a) of the Communications Act, as amended by the Telecommunications Act of 1996;

WHEREAS, ILEC certifies that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, Sections 251 and 252 of the "Act", have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements; and,

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Wisconsin Public Service Commission (the "Commission").

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 1.1. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

- 1.2. CLLI Codes means Common Language Location Identifier Codes.
- 1.3. Commission means the Wisconsin Public Service Commission
- 1.4. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 1.5. DS3 is a digital signal rate of 44.736 Mbps.
- 1.6. Exchange Area means the geographic area that has been identified by a given ILEC tariff as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services.
- 1.7. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.
- 1.8. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify the switch and rate center associated with an NPA-NXX as well as network element and equipment designations.
- 1.9. Local/EAS/ECC Traffic is defined as any call that originates from an end user physically located in one exchange and terminates to an end user physically located in either the same exchange, or other mandatory local calling area associated with the originating end user's exchange as defined and specified in ILEC's General Subscriber Service Tariff, including Extended Community Calling ("ECC"). The definition of "Extended Community Calling," as specified in ILEC's General Subscriber Service Territory shall be consistent with the definition of "Extended Community Calling" established by the Commission. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS/ECC Traffic does not include ISP Bound Traffic, as those terms are defined herein this Agreement.
- 1.10. ISP Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an ESP or ISP who is physically located in an exchange within the Local/EAS/ECC area of the originating end user. Traffic originated from, directed to or through an ESP or ISP physically located outside the originating end user's Local/EAS/ECC area will be considered switched toll traffic and subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.
- 1.11. IP-Enabled Voice Traffic means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on either the Public Switched Telephone Network (PSTN) or through an Internet Protocol Connection (IPC), and which terminates on either the PSTN or an IPC; and
- (ii) Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

1.12 Point(s) of Interconnection (POI(s)) means the physical location(s) within ILEC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS/ECC Traffic. The POI is also the location where one Party's financial responsibility begins, and the other Party's financial responsibility ends. Each Party will be financially responsible for facilities and traffic located on its side of the POI.

1.13 Rate Center Area means the specific geographic point, which has been designated by a given LEC as being associated with a particular NPA-NXX code, which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

1.14 Tandem Switch or Tandem Office is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.

1.15 Tandem Transit Traffic or Transit Traffic means Telephone Exchange Service traffic that originates on CLEC's network, and is transported through an ILEC Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant ILEC Tandem to which CLEC delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2. SCOPE OF AGREEMENT

- 2.1. This Agreement sets forth specific terms and conditions under which ILEC and CLEC agree to exchange Local/EAS/ECC traffic between their respective networks. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. The Agreement includes all accompanying Exhibits.

- 2.2. The Parties agree to physically connect their respective networks, at mutually agreed upon POI(s), within the ILEC's service territory, so as to furnish Local /EAS/ECC Service between CLEC customers and ILEC customers in the Exchange Areas stated in Exhibit 1. This section is expressly limited to the transport and termination of Local/EAS/ECC and ISP Bound Traffic originated by and terminated to end users of the Parties in this Agreement.
- 2.3. Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not a provision of this Agreement. Any traffic that is not Local/EAS/ECC Traffic or ISP Bound Traffic will be paid as toll traffic and subject to access tariffs consistent with FCC regulations, notwithstanding the change of law provisions set out in Section 19 of this Agreement.
- 2.4 CLEC shall assign whole NPA-NXX codes to each Rate Center. The Parties each agree not to assign telephone numbers from an NPA/NXX to any end-user physically located outside the rate center with which the NPA/NXX is associated.

3. COMPENSATION FOR CALL TERMINATION AND FACILITIES

3.1. Local/EAS/ECC Termination Compensation

- 3.1.1. The Parties shall provide for the recovery of the costs for functions performed in terminating Local/EAS/ECC Traffic on each other's network. Both Parties agree that the level of Local/EAS/ECC Traffic is roughly balanced and reciprocal compensation would be *de minimus* and therefore agree that such traffic will be subject to bill and keep between the Parties. Either Party may request at any time, but not more than two times in a twelve-month period, a traffic study to determine if Local/EAS/ECC Traffic is out-of-balance. Billing between the Parties will be initiated in accordance with the provisions of this Agreement if the traffic study confirms Local/EAS/ECC Traffic is out-of-balance. The Parties agree that charges for termination of Local/EAS/ECC Traffic on each Party's respective networks are as set forth in Attachment 2,. The Parties agree there will be a separate and distinct trunk group for both Local/EAS/ECC and ISP Bound Traffic, subject to the provisions of Section 4 of this Agreement.
- 3.1.2. ISP Bound traffic termination shall be subject to bill and keep compensation.
- 3.1.3. IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are

included with the traffic exchange. Calling Party Number (“CPN”) and Jurisdictional Indicator Parameter (“JIP”) of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location not the location where the call enters the PSTN.

3.2. Transport

- 3.2.1. CLEC is responsible for the provision of trunking for the exchange of Local/EAS/ECC Traffic from its network to the POI. CLEC may lease facilities from ILEC or an alternate third party provider for the provision of Local/EAS/ECC trunking. If a third party’s facilities are used, CLEC will bear the full cost of leasing such facility. CLEC agrees to pay ILEC applicable Local Transport Rates from the ILEC Local Tariff if ILEC provides the Local/EAS/ECC traffic trunking facility. If CLEC’s request requires ILEC to build new facilities, CLEC will bear the full cost of construction. Such costs will be charged on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 3.2.2. The Party serving the ISP will bear the transport costs, from the POI located within the Exchange Area, for whatever ISP Bound Traffic is exchanged with the other Party. ISP-bound traffic originated by ILEC and exchanged with CLEC for ISPs physically located outside the ILEC Local/EAS/ECC traffic designation area will be treated as toll traffic and ILEC access charges will apply.
- 3.2.3. If there is any Transit Traffic associated with traffic originated by CLEC, CLEC will be responsible for all transit transport and switching.
- 3.2.4. If CLEC chooses to lease transport from ILEC, the same physical facility may be used for transport of separate trunks for Local/EAS/ECC, ISP Bound Traffic, and other special access trunks. Charges for the local transport will be according to ILEC’s applicable Local Tariff rates.

4. PHYSICAL INTERCONNECTION

4.1. Trunk Types

4.1.1. Local/EAS/ECC Trunks

- 4.1.1.1. The Parties will establish Local/EAS/ECC Trunks to exchange Local/EAS/ECC Traffic. All Local/EAS/ECC Trunk Groups established directly with the other Party’s network facilities at the POI(s) that are listed in Exhibit 1. The Parties agree that all Local/EAS/ECC Traffic exchanged between them will be on

trunks exclusively dedicated to such traffic. Neither Party will terminate IntraLATA or interLATA toll Switched Access traffic or originate untranslated traffic to service codes (e.g. 800,888) over Local/EAS/ECC Trunks. Local/EAS/ECC connection will be provided initially via two-way trunks, or via one-way trunk interconnection, if either Party so requests.

- 4.1.1.2. If the Parties' originated Local/EAS/ECC Traffic is exchanged utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way trunk group, and both parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
- 4.1.1.3. ISP Bound Traffic will be routed on separate trunk group. ISP Bound trunks will be one-way trunks ordered by the Party serving the ISP.
- 4.1.1.4. Toll and Access Traffic shall not be routed on the Local/EAS/ECC or ISP Bound trunks. Standard Toll and access arrangements from the LECs respective tariffs will apply.

4.2. Fiber Meet Point

- 4.2.1. "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an interconnection point. The POI is the location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 4.2.2. If CLEC elects to interconnect with ILEC pursuant to a Fiber Meet, CLEC and ILEC shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at the DS1orDS3 Level. The Parties shall work jointly to determine the specific transmission system. CLEC's SONET transmission equipment must be compatible with ILEC's equipment.
- 4.2.3. CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the CLEC Central Office.
- 4.2.4. ILEC shall designate a POI within the borders of the ILEC Exchange Area as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into

the POI with sufficient spare length to reach the fusion splice point at the POI.

- 4.2.5. CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon verbal request by CLEC, ILEC shall allow CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 4.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 4.2.7. Each Party will be responsible for providing its own transport facilities to the Fiber Meet.
- 4.3. Facility Sizing: The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed upon quantities via an Access Service Request.
- 4.4. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 4.5. Signaling: The Parties will interconnect their networks using SS7 signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties based upon bill and keep compensation.
- 4.6. Signaling Parameters: ILEC and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. The remaining five percent (5%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges. The Switch owner will provide to the other Party, upon

request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

- 4.7. Equipment Additions: Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for CLEC's, or ILEC's internal customer demand.
- 4.8. N11 Codes: N11 codes (e.g., 411, 611, & 911) shall not be sent between CLEC's network and ILEC's network over the Local/EAS/ECC Interconnection Trunk Groups.
- 4.9. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. However, both Parties must agree if any new NPA-NXX will be part of this agreement and update Attachment 1 accordingly. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

5. GRADE OF SERVICE

Each Party will provision their network to provide designed blocking objective of a P.01.

6. NETWORK MANAGEMENT

- 6.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.
- 6.2. Mass Calling: CLEC and ILEC will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3. Network Harm: Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

6.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;

6.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

6.3.3. Inform the other Party of its right to bring a complaint to the Commission or FCC.

7. CHARGES, PAYMENT, BILLING AND BILLING DISPUTES

7.1. Billing: In consideration of the services provided under this Agreement, the Parties shall bill the other party once per month all applicable charges set forth in this agreement.

7.1.1. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day

7.2 Billing Disputes Related to Unpaid Amounts; Escrow Requirements

7.2.1 If any portion of an amount due to a Billing Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Amount"), the Billed Party shall provide written notice to the Billing Party of the Disputed Amount(s) within ten (10) business days after the applicable due date. The notice shall provide specific details regarding the Disputed Amount, as well as the circumstances surrounding and reasons for disputing each billing item. All disputes must be in good faith and have a reasonable basis.

- 7.2.2 The Billed Party shall pay: (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 7.2.4 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:
- 7.2.2.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;
 - 7.2.2.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and
 - 7.2.2.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.
 - 7.2.2.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:
 - 7.2.2.5 The escrow account must be an interest bearing account;
 - 7.2.2.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 7.2.2.7 None of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;
 - 7.2.2.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 7.2.2.9 Disbursements from the escrow account shall be limited to those:
 - 7.2.2.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 7.2.2.9.2 made in accordance with the final, non-appealable mediation order or award issued by the Commission or a mutually agreed upon mediator pursuant to Section 23 of this Agreement; or
 - 7.2.2.9.3 made in accordance with the final, non-appealable order of the Commission upon a petition by one of the Parties for resolution of the dispute pursuant to Section 23 of this Agreement; or
 - 7.2.2.9.4 made in accordance with the final, non-appealable order of a court of competent jurisdiction upon an action brought pursuant to Section 23 of this Agreement.
- 7.2.3 Disputed Amounts in escrow shall be subject to interest as set forth in Section 7.5

- 7.2.4 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 7.2.2, above, if: (i) the Billed Party has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, and (iii) the Disputed Amount is not part of a class of charges that has been prospectively disputed by the Billed Party pursuant to Section 7.4.
- 7.2.5 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 23 of this Agreement.
- 7.2.6 Upon resolution of any charges disputed pursuant to Section 7.2, the Parties shall cooperate to ensure that all of the following actions are taken:
- 7.2.6.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts paid to Billing Party or held in escrow and resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;
 - 7.2.6.2 within fifteen (15) calendar days after the resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party in accordance with the disbursement conditions arising under Section 7.2.2.9, together with any accrued interest thereon. Any unpaid portion of the Disputed Amounts not in escrow, and resolved in favor of the Billed Party, shall be credited to the Billed Party's invoice no later than the second bill date after the resolution of the dispute, together with any interest assessed or applied with respect thereto. Any portion of the Disputed Amount paid to Billing Party and resolved in favor of Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and
 - 7.2.6.3. within fifteen (15) calendar days after the resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party in accordance with the disbursement conditions arising under Section 7.2.2.9, together with any accrued interest thereon. Within fifteen (15) calendar days after the resolution of the dispute, any unpaid portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

7.3 Billing Disputes Related to Paid Amounts

7.3.1 If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is 180 days after the receipt of a bill containing the disputed amount that has been paid by the Billed Party ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount.

7.4 Prospectively Disputed Classes of Charges.

7.4.1 If a class of charges has been invoiced to the Billed Party for three consecutive billing periods, and if the Billed Party has specifically disputed that class of charges in accordance with Section 7.2 of this Agreement during each of the three consecutive billing periods and the dispute is unresolved or is resolved in Billed Party's favor, the Billed Party may dispute that class of charges on a prospective basis beginning in the fourth billing period during which that class of charges has been invoiced, until the dispute is resolved.. Within ten (10) business days after the applicable due date in the fourth billing period, the Billed Party must provide written notice that the Party is prospectively disputing the class of charges. The notice shall provide specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.

7.4.2 Any Party that prospectively disputes a class of charges in accordance with this Section shall follow the provisions of Section 7.2.2 through 7.2.6, governing the dispute of unpaid amounts.

7.5 Late Payment: The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

7.6 Back Billing: Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

7.7 Recording: The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard automatic message

accounting records made within each Party's network. The records shall contain ANI or service provider information necessary to identify the originating company. The Party originating traffic shall generate and provide EMR or other agreed upon record format to the terminating Party. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

- 7.8 Billing disputes arising under Section 7 of this Agreement shall be subject to the Dispute Resolution provisions of Section 23 of this Agreement.

8. TERM OF AGREEMENT

- 8.1. This Agreement will commence when fully executed and have an initial term for three (3) years. At the end of the initial term, either Party will have the right to terminate this agreement with or without cause on sixty (60) days notice or negotiate an amendment to this Agreement. If notice of termination is not received, this Agreement shall automatically renew once for one (1) year period unless terminated as provided above.
- 8.2. In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination upon sale, Service that had been available under this Agreement and exist as of the end date may continue uninterrupted after the end date at the written request of either Party only under the terms of:
- 8.2.1. A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 8.2.2. And existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

9. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by both Parties.

10. AUDIT AND REVIEW

- 10.1. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of

data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

- 10.2. Each Party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

11. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assignments.

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof. Neither Party will be bound by, if each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other Party in any correspondence or other document or through any course of conduct, and the Party to be bound thereby specifically agrees to such provision in writing.

13. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 13.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 13.4. Labor difficulties, such as strikes, picketing or boycotts;
- 13.5. Delays caused by other service or equipment vendors;
- 13.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER

SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

17. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

19. APPLICABLE AND CHANGE IN LAW

19.1. Applicable Law: The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Wisconsin, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

19.2. Change in Law: If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

20. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

21. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

22. CONFIDENTIALITY

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of data about each other's customers and each other's business as a result of this Agreement. Both Parties agree to treat such data as strictly confidential and to use such data only for the purposes of performance under this Agreement. All customer data will be subject to this section, whether or not designated confidential. The foregoing shall not apply to information in the public domain.

23. DISPUTE RESOLUTION

The parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, as to the interpretation of any provision of this Agreement, as to charges for services and facilities furnished under this Agreement or as to the proper implementation of this Agreement, the aggrieved party shall first discuss the default or dispute with the other party and seek resolution prior to taking any action before any court or regulatory body or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall be held among at least senior management level for each party.

In the event that the officers of the parties shall be unable to resolve default or other dispute after 45 days, either Party may request mediation of the dispute by the Commission. If the Commission does not agree to mediate the dispute, the Parties will attempt to appoint a mutually agreeable mediator. If the Parties are unable to resolve the dispute through the mediation process within thirty (30) days of the date that mediation is requested or, in the event that the Commission does not agree to mediate, if the Parties are unable to agree on a mediator within ten (10) days of the date on which the Commission denies the request to mediate, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Each

party shall bear its own cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

24. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

To Wood County Telephone Company addressed as follows:

Attn: Mr. Chris Jaworski
P.O. Box 8045
Wisconsin Rapids, WI 54495-8045

To Charter Fiberlink, LLC addressed as follows:

Attn: Ms. Carrie L. Cox
Charter Communications, Inc.
Director of Legal and Regulatory Affairs - Telephony
12405 Powerscourt Drive
St Louis, MO 63131
314-965-6640 (fax)

CCox1@chartercom.com

With a copy to:

Christopher W. Savage

K.C. Halm

Cole, Raywid & Braverman, LLP

1919 Pennsylvania Ave, Suite 200

Washington DC 200063458

Phone: 202-828-9987

Phone: 206-447-3879

Fax: 202-452-0067

E-mail:

chris.savage@crblaw.com

kc.halm@crblaw.com

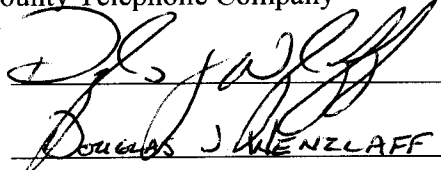
Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local/EAS/ECC Service Agreement to be executed on their behalf on the dates set forth below.

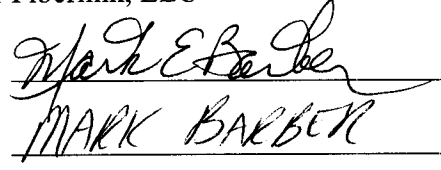
Wood County Telephone Company

Charter Fiberlink, LLC

By:



By:



Name:

DOUGLAS J. MENZLAFF

Name

MARK BARBER

Title:

C.E.O. & GEN MGR

Title

VP TELEPHONE

Date

9/9/04

Date

8/27/04

EXHIBIT 1

LOCAL/EAS/ECC INTERCONNECTION NETWORK ARRANGEMENTS TABLE

CLEC Switch CLLI CODE	CLEC NPA –NXX CODES	POI CLLI Code	ILEC Switch CLLI CODE	ILEC NPA-NXX CODES
HULLWI01GT0	715-544	TDB	PTEDWIXARS0	715-887 715-885
			NEKSWIXARS0	715-886
			RDLPWIXARS0	715-435
			WRPDWIXADS0	715-421 – 0 thru 8 - 1,000's Block 715-422 715-423 715-424 715-459 – 0 -- 1000's Block
			WRPDWIXBRS0	715-325

Exhibit 2 Pricing

		Non-Recurring	Recurring
Usage Termination For Local Minutes			
	Per Minute End Office	N/A	.003490
	Per Minute Tandem		.000584
	Per Minute Tandem Transport Termination		.000105
	Per Minute Tandem Transport Facility Mileage		.000083